

D





OMNIPPOINT COMMUNICATIONS INC.

Michael Fulton  
Director, Network Implementation  
11 High Point Drive  
Wayne, NJ 07470

June 29, 1998

Mr. Mike Conter  
Director, Wireless Operations  
Bell Atlantic  
375 Peal Street, Room 2901  
New York, NY 10038  
VIA FACSIMILE: 212-285-0373

file  
BA  
RD

Dear Mike:

Please be advised that Bell Atlantic has missed four critical FOC (Firm Order Commitment) dates for Omnipoint Communications, Inc. in Long Island. The reason for these missed FOC dates have not be satisfactorily explained to us, and as of today, we still have no new dates on two of the sites.

I have put together forecasts for you and your staff for the Long Island build out. However, when your splicers arrived at a site (LI-13-149) the day of the FOC, and reported that there were no facilities, I do not have much faith in your organization nor Bell Atlantic as a whole.


Please respond with dates for the following sites:

LI-13-169	Rocky Point	Original FOC 6/22/98	New Date?
LI-12-083	Split Rock	Original FOC 6/25/98	New Date?
LI-13-149	Wading River	Original FOC 6/29/98	*New Date 7/9/98?
LI-12-116	Route 106	Original FOC 6/23/98	*New Date 7/2/98?
			*Are these good dates?

I cannot tell you how important these dates are to Omnipoint Communications, Inc., nonetheless, your departments actions will leave us no alternative but to look at alternate providers.

Regards,

  
Michael Fulton  
Technical Director, NY Region

cc:   
James Robertiello, OCI  
John Griffins, Bell Atlantic

MF/tln



E



94

# Facsimile

To: A YANEZ

Fax Number: 914-681-0902

From: C HANSEN

Direct Number: 914-644-4763

Date: 11/26/96

Subject: OMNIPOINT ORDERS

Number of Pages (including cover sheet): 3

Tony,

FOR YOUR INFORMATION AND  
ATTENTION, PLEASE PROVIDE A  
POSITIVE RESPONSE TO OMNIPOINT'S  
OVERTIME OFFER.

CARL

EE

November 26, 1996

Mr. A. Yanez (by FAX)  
Managing Director, Wireless Interconnection  
NYNEX  
222 Bloomingdale Road  
White Plains, NY 10605

Dear Tony,

On Friday, November 22, 1996, I informed you, Elizabeth Joseph of Engineering and Karen Maguire, who is handling dispatches, that Omnipoint Communications, Inc. was willing to pay overtime to clear the backlog of pending DS1 orders. That offer extended to both the weekend of November 23-24 as well as to the Thanksgiving holiday weekend of November 28 through December 1.

That offer stands, and Omnipoint urges you to take advantage of it. The offer is meant to encompass both field installation forces, as well as engineering, to the extent that circuits have not been designed, assigned and made ready for dispatch. As you can see from the attached status, approximately 20 circuit orders are in the field, but another fifty have not gotten to the point where you have issued a confirmation. We would like to get past this bubble, but current results do not make us optimistic.

Attached is the current status for your review and attention. If you have any questions, please call me at (201)257-2553.

Sincerely,



Carl J. Hansen

cc: W. Diaz  
J. O'Brien  
C. Resavy



## NYNEX DAILY STATUS REPORT

Report Date/Time: 11/26/96  
12:00

Orders without FOCs		56
Orders without FOC past CRD		16
Total Orders Outstanding		94

Order Flow	New Dispatches	Accepted	CNR'd	Carry-Over
10/22/96	7	1	0	6
10/23/96	9	3	1	11
10/24/96	2	1	0	12
10/25/96	7	3	2	14
10/26/96	5	0	0	19
10/27/96	0	0	0	19
10/28/96	6	4	0	21
10/29/96	2	2	2	19
10/30/96	5	1	4	19
10/31/96	1	4	0	16
11/01/96	4	3	0	17
11/04/96	5	1	2	19
11/05/96	1	2	0	18
11/06/96	7	3	0	22
11/07/96	0	6	0	16
11/08/96	8	4	0	20
11/11/96	9	3	1	25
11/12/96	6	8	0	23
11/13/96	15	7	0	31
11/14/96	5	7	1	28
11/15/96	2	10	1	19
11/18/96	8	8	2	17
11/19/96	4	3	1	17
11/20/96	4	2	0	19
11/21/96	4	5	2	16
11/22/96	4	2	0	18
11/25/96	2	1	0	19
11/26/96	2			

New Orders Due	Orders Overdue
3	48
0	49
3	48
5	49
0	53
0	53
3	52
2	53
5	55
2	57
0	56
6	55
0	59
5	56
2	56
4	56
0	57
2	52
7	53
9	52
14	48
4	54
6	53
4	54
2	52
12	52
1	63
9	64



**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Application by New York Telephone Company (d/b/a Bell Atlantic -	)	
New York), Bell Atlantic	)	CC Docket No. 99-295
Communications, Inc., NYNEX Long	)	
Distance Company, and Bell Atlantic	)	
Global Networks, Inc., for	)	
Authorization to Provide In-Region,	)	
InterLATA Services in New York	)	

**AFFIDAVIT OF DALE ECKHOFF**

Dale Eckhoff, being duly sworn upon oath, deposes and states as follows:

1. My name is Dale Eckhoff. I am Omnipoint's Network Operations Center ("NOC") Manager, and my business address is 360 Newark Pompton Turnpike, Wayne, New Jersey 07470. I have been employed by Omnipoint Communications Services, LLC ("Omnipoint") for three (3) years providing technical support for Omnipoint's PCS network. I have worked in various technical positions in the PCS industry for the past five (5) years. Before joining the PCS industry I worked in the U.S. military providing technical communications expertise for satellite and other communications networks.

2. As the NOC Manager, I am responsible for monitoring the entire Omnipoint Personal Communications System ("PCS") network for all Omnipoint regions, including Omnipoint's entire network in New York state, during offpeak hours, that is after 5 p.m. on weekdays through 5 a.m. the following morning, and on weekends. One of my primary responsibilities is to track outages of T-1 and T-3 circuits, which form the backbone of the



Omnipoint PCS network. I manage a team of 21 technicians who staff the NOC twenty-four hours per day, seven days per week. Their work , includes tracking outages of T-1s in New York City, Long Island, Westchester, Rockland, and portions of upstate New York which are all within the service territory of BA-New York, involves a significant amount of interaction with BA.

3. Omnipoint exclusively leases these T-1 facilities from Bell Atlantic(“BA”)in New York, and in other states throughout BA’s region. No carrier other than BA can provision “last mile” end office to cell site T-1s everywhere in Omnipoint’s PCS network. I regularly monitor outages and coordinate repairs to Omnipoint’s leased BA T-1s with BA employees responsible for repairing these outages. Omnipoint has experienced two consistently recurring problems in BA’s provision of unbundled access to BA T-1s in New York: (1) costly and unnecessary delays due to BA’s arbitrary and inconsistent implementation of a new policy with regard to repairs of T-1 outages; and (2) undue delay by BA in repairing T-1 outages that could be fixed more quickly if BA treated Omnipoint as an important customer rather than a “second class citizen.”

1. BELL ATLANTIC 1999 POLICY REFUSING TO PUT T-1 OUTAGE TROUBLE TICKET ON DISPATCH LIST FOR REPAIR UNTIL AN OMNIPOINT TECHNICIAN IS WAITING ON-SITE.

4. On January 25, 1999, a Bell Atlantic 1<sup>st</sup> Line Supervisor at its Pearl Street, New York City switch, Mike Class, sent a handwritten single page fax to one of our Albany, New York technicians stating: “*All wireless circuits that need a dispatch must have their tech on site before dispatch will do any call-outs out of hours. This is due to several no access conditions and severe wait time that we have recently experienced.*” See Exhibit A. The BA Call Center that processes our reports of T-1 outages for New York State routinely demands that Omnipoint dispatch a technician to the site of the outage *before* BA even assigns the dispatch to a BA

technician. While out-of-hours access to a third party owner's premises may in certain geographical areas sometimes require an Omnipoint technician's presence, BA's implementation of this policy has been overly harsh in its demands upon Omnipoint technical resources. This policy is also enforced by BA when T-1 outages are due to internal BA problems, and when there are no limitations on access to the cell site. This BA policy change requires Omnipoint to send a Field Operations technician to the site of the T-1 outage, before BA will even task its technician with the job of visiting an Omnipoint cell site to repair a T-1 outage. BA has simply refused Omnipoint requests to coordinate a time or window (i.e. between 8 a.m. and 10 a.m.) for both companies' technicians to meet at the outage site. This policy works an unfair hardship on Omnipoint by forcing Omnipoint to waste the valuable resources of its field operations technicians, particularly during off hours and weekends, simply waiting for hours at a cell site for a BA technician to appear at an undetermined time.

5. To the best of my knowledge, BA has declined to tariff this "policy" or to even provide all of its wireless access customers such as Omnipoint with a written statement of this "policy". Omnipoint began experiencing the enforcement of this T-1 outage policy by BA in its upstate New York network. In two separate incidents of after hours BA T-1 outages on January 25, 1999 and February 8, 1999, the BA Call Center refused to dispatch a technician to the site of the outage until an Omnipoint technician was on site. See Exhibit B (February 9, 1999 email of Kevin Forshee, Omnipoint Director of Site Acquisition for the New York MTA, re: "Potential Bell Atlantic Policy Change"). When Omnipoint escalated the matter from the BA Call Center to Mr. Michael Cotter, BA Director-Wireless Service, BA Wholesale Services, Telecom Industry Services Operations, Mr. Cotter was "in disbelief that this policy was enforced, and believed it

was only being discussed internally....He again stated that he didn't think it [the BA policy] should have been enforced in the previous incidents." *Id.*

6. However, BA refusals to dispatch without an Omnipoint technician first being on-site, after hours have continued. For example, BA refused to dispatch a BA technician after business hours on May 12, 1999 in upstate New York. When Omnipoint escalated the matter to Mr. Marco Pinque, the BA Account Manager on BA's Wireless Service Team, he represented to Omnipoint on May 14, 1999, that "[t]his will not happen again." BA advised that this policy only applies to the "downstate NY 132 LATA," including the metropolitan New York City area and Long Island. See Exhibit B. However, as reported by Eric Senecal of Omnipoint on May 13, 1999, the BA call center would not dispatch to an upstate 134 LATA outage, even though BA local technicians "have access to our sites and have had no access or security issues to date." *Id.* This is often requested when an Omnipoint technician's presence may be unnecessary for the BA technician to obtain access from the building owner or property manager to make necessary repairs. BA consistently will not even schedule for dispatch, let alone dispatch, the BA technician's visit (among a list of as many as 6 or more other trouble ticket calls) until Omnipoint reports to BA that its technician is already on-site. Even when Omnipoint's technician is waiting for BA on-site, and BA finally adds the Omnipoint outage to its dispatch list, BA does not make the Omnipoint outage a priority. The Omnipoint outage often is put at the end of the list for repair, requiring an Omnipoint technician to waste hours of time waiting for the BA technician to appear.

7. This policy works a great hardship upon our network operations, because BA refuses our requests to coordinate in advance a reasonable time period (i.e. at a minimum, a 2

hour window) for an Omnipoint technician to meet with the BA technician. This policy has a particularly devastating impact on Omnipoint's network operations after hours, when there is only one available Omnipoint Field Operations technician for the entire downstate LATA 132. Invariably, this happens at the worst possible time, when our technician has 4-5 other sites to visit for maintenance work or repairs. Though Bell Atlantic executives claim that "Omnipoint is a valued customer of Bell Atlantic," and "we appreciate your business," *See Exhibit C* (June 15, 1998 letter from Antonio Yanez, BA Network Services Vice President, TIS Account Management to Ralph Davis, Senior Technical Director, Omnipoint, New York MTA), Omnipoint cannot help but conclude that BA treats Omnipoint as a competitor and a "second class customer" rather than a valued customer. A valued customer typically can expect a vendor to coordinate a visit to the customer's premises during a window of time, be it a carpet cleaner, dishwasher installer, or for a Bell Atlantic landline telephone customer. For example, in late July, 1999, Bell Atlantic service technicians provided me with a two hour window for a Bell Atlantic landline residential telephone line to be re-wired to my home in Pompton Lakes, New Jersey. Unfortunately, Bell Atlantic's actual practice shows that its wholesale wireless customers such as Omnipoint are not valued to the extent its other retail customers are.

## II. UNDUE BELL ATLANTIC DELAY IN REPAIRING T-1 AND T-3 OUTAGES.

8. Apart from any new policy requirements that BA has instituted in 1999 requiring the dispatching of Omnipoint field personnel to the site of a BA T-1 outage, many of the outages of T1 and T3 circuits are unnecessarily lengthy. Based on my experience Bell Atlantic does not handle T1 outages in Omnipoint's network with a significant level of attention to demonstrate a

sufficient sensitivity to Omnipoint's needs as a business customer.

9. Outages of 12 to 20 hours occur on a regular basis. I understand that certain T1 outages, such as those caused by a fire in a manhole, or a fiber cut, require more time on Bell Atlantic's part to repair.

10. However, it is simply unacceptable for Omnipoint's Bell Atlantic T1s to be inoperative for 12 to 20 hours due to an elementary repair problem, such as changing a mux card, or locating and fixing a problem in a Bell Atlantic Central Office. Resolution of these types of problems occur on Bell Atlantic's premises, and do not require Bell Atlantic to visit an Omnipoint site. These T-1 outages make an entire Omnipoint cell site inoperable, eliminating as many as 21 potential customer lines in the geographic area served by that cell site. This means Omnipoint customers cannot originate nor terminate calls in this geographic area, and for calls in-progress, customer calls are interrupted and Omnipoint must credit the customer for dropped calls.

11. Based on my review of Omnipoint repair records, as recently as June 8, 1999, a T1 outage in New Jersey lasted for approximately 30 hours. Bell Atlantic eliminated the outage after repairing a patch at the serving Bell Atlantic Central Office. Such a non-complex and simple repair should not take 30 hours to identify and fix.

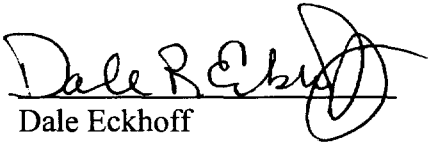
12. In another example, on June 30, 1999, Omnipoint escalated a T1 outage in Manhattan that was inoperative for approximately 18 hours, until Bell Atlantic discovered that a piece of wire clipping in its Central Office had caused the outage. This relatively simple cause of the outage should not have taken 18 hours to repair. Such T-1 outages as these frequently occur in New York.

13. In addition, Bell Atlantic routinely fails to communicate with Omnipoint to provide information on the status of an outage. Omnipoint must continuously make calls to Bell Atlantic and escalate before a problem is corrected, because the Bell Atlantic Call Center *never* returns phone calls to Omnipoint to report on the status of BA repair of an outage. Omnipoint must assign technicians to call Bell Atlantic every 2 hours to determine if Bell Atlantic has resolved the problem until the T-1 outage is fixed. These calls are necessary because Omnipoint has found that Bell Atlantic regularly closes Bell Atlantic "trouble tickets" (a Bell Atlantic repair order) before requesting acceptance of a circuit by Omnipoint, and before that circuit has been repaired. Often Omnipoint must tell Bell Atlantic that the trouble has not been cleared and that Bell Atlantic needs to reopen the ticket and continue trouble shooting within other Bell Atlantic departments.

14. I believe that Bell Atlantic does not exhibit a similar lack of concern for T1 outages that support Bell Atlantic's landline telephone network, and that Bell Atlantic's own T1 outages do not endure for 18 and 30 hours in major metropolitan areas.

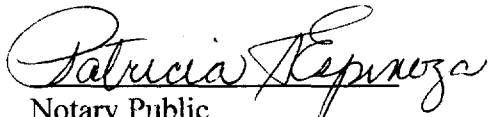
15. This concludes my affidavit.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

  
Dale Eckhoff

STATE OF NEW JERSEY   )  
COUNTY OF PASSAIC    )

Sworn to before me this  
18 day of October, 1999.

  
Notary Public

My Commission Expires September 13, 2001

**PATRICIA A. ESPINOZA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES SEPTEMBER 13, 2001**

A



518-782-2933

ALL WIRELESS CKTS THAT  
NEED A DISPATCH MUST HAVE  
THEIR TECH ON SITE BEFORE  
DISPATCH WILL DO ANY CALL-OUTS  
OUT OF HOURS. THIS IS DUE  
TO SEVERAL NO ACCESS CONDITIONS  
AND SEVERE WAIT TIME THAT  
WE HAVE RECENTLY EXPERIENCED

SUPV

Gina GASKIN

212-285-7755

*Mike Class*

MIKE CLASS

B

Mark,  
I forgot to cc you.  
Kevin

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**From: Forshee, Kevin**

**Sent:** Tuesday, February 09, 1999 12:14 PM

**To:** Strom, Rick; Davis, Ralph; Patrick, Anne; Boyle, Steve; Fulton, Mike; Hansen, Carl; O'Brien, Jerry

**Subject:** Potential Bell Atlantic Policy Change

Technicians in upstate NY have encountered what appears to be policy change from our friends at Bell Atlantic. They have started demanding that an Omnipoint technician be on site, before Bell Atlantic will dispatch a technician, to repair circuits after hours or on weekends. We have received nothing official concerning this policy change, but did receive a hand written fax that stated: *All wireless ckt's that need a dispatch must have their tech on site before dispatch will do any call-outs out of hours. This is due to several no access conditions and severe wait time that we have recently experienced.* This fax was received by our Albany office and was sent by a 1<sup>st</sup> line supervisor at Bell Atlantic, Mike Class, regarding a T1 problem on January 25<sup>th</sup>.

We again ran into this issue on a circuit outage last night in the Syracuse area. We were again told that an Omnipoint technician needed to be on site before a Bell Atlantic technician would be dispatched. In this instance the Bell Atlantic tech was dispatched, previous to our technician being on site, and found that the problem was internal to Bell Atlantic.

This morning this issue was escalated to Mike Cotter, Director of Operations Wireless Services. Mike was in disbelief that this policy was enforced, and believed it was only being discussed internally. He said he would look into it and get back to us. When asked if this policy would be enforced in the meantime, he again stated that he didn't think it should have been enforced in the previous incidents.

If this policy is enforced it will substantially drive up overtime across all of Bell Atlantic's markets, and will significantly reduce the potential value of the Hykemian test system. If anyone else has seen this policy change, please let me know. I will keep you up to date on the response we receive from Bell Atlantic.  
Kevin



Bell Atlantic Network Services  
222 Bloomingdale Road  
Room 272  
White Plains, NY 10605  
914 644-4763 Fax 914 681-0902  
Pager 1-800-796-7363 PIN# 1012199

Antonio Yanez  
Vice President  
TIS Account Management



June 15, 1998

Ralph Davis  
Senior Technical Director  
Omnipoint  
11 High Point Drive  
Wayne, NJ 07470

Dear Ralph:

It was a pleasure speaking with you on Monday. Thank you for taking the time to share your issues with us. I would like to assure you that Bell Atlantic is committed to working with Omnipoint to insure our mutual success in building out your NY MTA network.

As per our conversation I have attached organization charts for Jack Goldberg - President Telecom Industry Services, Arnie Eckelman - Group President Customer Services Organization consisting of Duane Albro - Operating Vice President Suburban, and Pat Byrne - Operating Vice President Manhattan, Gabe Yackanich - Operating Vice President Greater Metro Region, and John Bell - Group Vice President Operations. As discussed, John Griffin's group has been established as your single point of contact for all operational issues and escalations.

Once again, I appreciate you taking your time to discuss your issues with us. Omnipoint is a valued customer of Bell Atlantic, and we appreciate your business.

Sincerely,

cc: John Griffin  
John Sullivan  
Michael Cotter  
Marco Pinque

Handwritten notes and signatures:

- AA 6/23/98
- Alison
- Copy to Duane
- Richard
- and Jim Robertello
- RD
- Return to me

1-19-99  
File  
Bell Atlantic



**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Application by New York Telephone	)	
Company (d/b/a Bell Atlantic -	)	
New York), Bell Atlantic	)	CC Docket No. 99-295
Communications, Inc., NYNEX Long	)	
Distance Company, and Bell Atlantic	)	
Global Networks, Inc., for	)	
Authorization to Provide In-Region,	)	
InterLATA Services in New York	)	

**AFFIDAVIT OF PASQUALE AMATO**

Pasquale Amato, being duly sworn upon oath, deposes and states as follows:

1. My name is Pasquale Amato. I am employed as a Switch Team Leader for Omnipoint Communications, Inc. ("Omnipoint") at 360 Newark Compton Turnpike, Wayne, New Jersey 07470. I have been working as a Switch Team Leader since June, 1997. As Switch Team Leader, I am responsible for managing T-1 (or DS-1) and T-3 outages that occur in the Omnipoint network serving the New York City Metropolitan area from 8 a.m. to 5 p.m. This includes outages in New York City, Long Island, West Chester, Rockland, and portions of upstate New York which are all within the service territory of BA-New York.

2. Since Omnipoint exclusively leases these T-1 facilities from Bell Atlantic("BA")in New York, I regularly report outages in leased BA T-1s to BA employees responsible for repairing these outages. A consistently recurring problem since January, 1999 with BA in New York has been BA's implementation of a new policy with regard to repairs of T-1 outages.

3. Before BA will send a technician to an Omnipoint cell site to repair a T-1 outage,

BA requires that Omnipoint dispatch a technician to the cell site experiencing the outage. This is often requested when an Omnipoint technician's presence may be unnecessary for the BA technician to obtain access from the building owner or property manager to make necessary repairs. However, this policy creates a great hardship upon our network operations, because BA refuses our requests to coordinate in advance a reasonable time period (i.e. at a minimum, a 2 hour window) for our Omnipoint technician to meet with the BA technician. Instead, my experience has consistently been that BA will not even schedule the BA technician's visit (among a list of as many as 6 or more other trouble ticket calls) until Omnipoint dispatches its technician.

4. On several occasions, we have asked for and requested from BA technicians the first appointment on the following day's schedule, explaining that our technician can appear as requested by BA, but thereafter must be free to attend to other required work assignments servicing the Omnipoint network. Omnipoint does not have the manpower resources to have a technician sit at a cell site for an entire day waiting for a BA technician to arrive at an uncertain time. With 1400 cell sites in its New York region, each Omnipoint technician is responsible for maintaining between forty (40) to one hundred (100) Omnipoint cell sites in the Omnipoint network. Unfortunately, my consistent experience with BA in 1999 has been that even when BA commits verbally to me after requiring us to dispatch a technician to the site of the outage that our trouble ticket is the first appointment for the BA technician the next morning, the Omnipoint T-1 outage is never the first job visited by the BA repair technician. My technicians invariably are forced to wait for hours, typically until 1p.m. for an 8 a.m. appointment to meet a BA repair technician.



5. This BA “policy” delays repairs to BA T-1 outages, but also prevents Omnipoint technicians from attending to other maintenance duties on the Omnipoint network while needlessly being forced to wait for an uncoordinated appearance by a BA technician. On many occasions, because of other urgent work schedule demands that require attention, the Omnipoint technician is forced to leave after waiting in vain for several hours for the BA technician to arrive. Consequently, the T-1 outage is not fixed and the cell site remains down even if the BA technician arrives later in the day after our technician has left. If an Omnipoint technician is not ready and waiting for the BA technician when the BA technician arrives at 1 p.m. for an 8 a.m. appointment, the BA technician does not wait for the Omnipoint technician to arrive, and typically will leave rather than attempt to contact Omnipoint to coordinate a meeting of technicians or to attempt a repair of the T-1 outage without Omnipoint’s technician.

6. This BA policy has worked a severe hardship on Omnipoint’s network maintenance resources, unreasonably delays repair by BA of its facilities, increases Omnipoint's maintenance costs by requiring the payment of overtime to its technicians to complete repairs (VERIFY); and compromises Omnipoint’s ability to deploy its technicians for other essential work assignments elsewhere in the Omnipoint network in an efficient manner. Nevertheless, to my knowledge, BA has failed to either tariff this “policy” or to put it in writing for all its wholesale wireless customers, including Bell Atlantic Mobility. Indeed, Thomas (Tom) Gaudio, BA Area Operations Manager Service Management, 375 Pearl Street, 29<sup>th</sup> Floor, New York, NY stated to me earlier this year that this policy “is not set in stone.”

7. This concludes my affidavit.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

  
Pasquale Amato

STATE OF NEW JERSEY )  
  )  
COUNTY OF                            )

Sworn to before me this  
19<sup>th</sup> day of October, 1999.

STACIE M. CURRIS  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 11/14/2002

  
Notary Public

My Commission Expires 11/14/2002

CERTIFICATE OF SERVICE

On October 19, 1999, I hereby certify that I served the foregoing Comments of Omnipoint Communications, Inc., including attachments, via U.S. first-class mail, postage prepaid, on:

**VIA MESSENGER**

Magalie Roman Salas (original & 6 copies)  
Secretary  
Office of the Secretary  
Federal Communications Commission  
Room TW-B-204  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

**VIA MESSENGER**

Janice Myles (12 copies)  
Policy and Program Planning Division  
Common Carrier Bureau  
Federal Communications Commission  
Room 5-C-327  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

Department of Justice  
c/o Donald J. Russell  
Telecommunications Task Force  
Antitrust Division  
1401 H Street, N.W., Suite 8000  
Washington, D.C. 20530

ITS, Inc.  
1231 20th Street, N.W.  
Washington, D.C. 20036

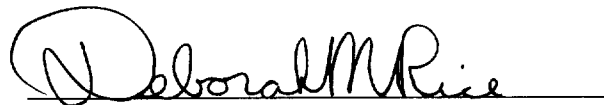
Honorable Debra Renner  
Acting Secretary  
New York Public Service Commission  
Agency Building 3  
Three Empire State Plaza  
Albany, New York 12223-1350

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Henk Brands  
Evan T. Leo  
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Randal S. Milch  
Donald C. Rowe  
William D. Smith  
New York Telephone Company  
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1095 Avenue of the Americas  
New York, New York 10036

  
Deborah M. Rice, Secretary to  
Douglas G. Bonner, Esq.